

EXHIBIT B

HSBC SEVERANCE BENEFITS

Severance Pay Plan

Summary Plan Description

October 1, 2016 Edition

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HSBC – North America (U.S.) Severance Pay Plan

Effective October 1, 2016, this booklet is your Summary Plan Description for purposes of the Employee Retirement Income Security Act of 1974 (ERISA), as amended. It describes the highlights of your rights and obligations under the HSBC – North America (U.S.) Severance Pay plan (the plan), provided that you are a participant in the plan.

All of the details of the plan are not provided. The operation of the plan is governed by the official document for the plan. If there are any differences between this Summary Plan Description and the official document, the official document will govern. For more information about the official document for the plan, refer to **Your Rights Under ERISA**. The Plan Sponsor reserves the right to change or discontinue the plan and benefits provided, in whole or in part, at any time and for any reason. This Summary Plan Description does not create a contract of employment.

About The Severance Pay Plan

HSBC North America Holdings Inc. (the Plan Sponsor) established the plan for the benefit of eligible employees of each of the Plan Sponsor's Related Employers and other affiliated companies that participate in the plan with the consent of the Plan Sponsor. The plan supersedes any and all prior severance plans, programs or policies of the Plan Sponsor and Employers, both formal and informal, with respect to any termination of employment occurring on or after the effective date.

About This Summary Plan Description

This Summary Plan Description describes the plan as it applies to active U.S. employees as of October 1, 2016. In addition, it contains important information about participation in the plan and operation of the plan as required by law.

It is important that you understand how your benefits work so you can make the best use of them. Please take some time to review the Summary Plan Description and keep it with your important papers. Note that the **Glossary** describes some terms that have special meaning under the plan.

If you are reading this Summary Plan Description online, you can print a paper copy or request one, free of charge, by calling the HSBC HR Contact Centre at 1-877-747-4722. If you are reading a paper copy, you can access the Summary Plan Description online through the U.S. intranet/staff Web site, under Human Resources > Benefit Plans, Facts, & Enrollment.

Please note that this Summary Plan Description is a summary of the plan and its benefits. It does not cover every detail of the plan or every situation. The complete provisions of the plan are contained in the official document for the plan. If there should be a conflict between the information presented in this Summary Plan Description and the official document, the terms of the official document will govern. Note that employment decisions are made without regard to benefits, so your eligibility under the plan should not be interpreted as a contract or guarantee of employment. Your employment at HSBC is "at will," which means that either you or your Employer may terminate employment at any time with or without cause and with or without notice.

This Summary Plan Description supersedes and replaces any previous Summary Plan Descriptions. While it is intended that coverage under the plan will continue, HSBC reserves the sole right and has the authority to change, suspend or terminate the plan at any time and for any reason.

The Severance Pay Plan At a Glance

Provisions	Highlights								
Plan highlights	The plan provides an eligible employee with a lump sum severance payment in the event that his/her employment is involuntarily terminated for displacement, lack of work, rearrangement of work, or inability to properly perform the duties of his/her job.								
Who is eligible	Regular U.S. full-time or part-time employees of an Employer who are scheduled to work 20 or more hours per week are eligible. All employees are also required to sign a release of claims as a condition to receiving severance benefits.								
Who is not eligible	Employees who are covered by an authorized written employment agreement containing a severance provision, employees covered by a collective bargaining agreement unless the agreement provides such coverage, temporary employees and certain other employees are not eligible.								
Automatic enrollment	Employees do not need to enroll.								
Benefit amount	Benefit amounts vary according to global career band, weekly pay and, potentially, Years of Service and Employer of record. However, benefits under the plan for all eligible employees, regardless of Employer, are capped at the lesser of (i) 52 weeks of pay or (ii) the maximum amount payable under Treasury Regulation § 1.409A-1(b)(9)(iii)(A). Minimums are determined by global career band tier, as shown in the chart below.								
	<table> <tr> <th>Global Career Band</th><th>Severance</th></tr> <tr> <td>0-3</td><td>• The greater of 2 weeks per year of service* or 16 weeks of pay</td></tr> <tr> <td>4-6</td><td>• The greater of 2 weeks per year of service* or 8 weeks of pay</td></tr> <tr> <td>7-8</td><td>• The greater of 2 weeks per year of service* or 4 weeks of pay</td></tr> </table>	Global Career Band	Severance	0-3	• The greater of 2 weeks per year of service* or 16 weeks of pay	4-6	• The greater of 2 weeks per year of service* or 8 weeks of pay	7-8	• The greater of 2 weeks per year of service* or 4 weeks of pay
Global Career Band	Severance								
0-3	• The greater of 2 weeks per year of service* or 16 weeks of pay								
4-6	• The greater of 2 weeks per year of service* or 8 weeks of pay								
7-8	• The greater of 2 weeks per year of service* or 4 weeks of pay								
	<i>* Year of service base on most recent hire date with Employer and each Related Employer or other affiliated company regardless of whether the Related Employer or other affiliated company participates in the Plan</i>								
How benefits are paid	Benefits are paid in a lump sum that is subject to income tax.								
Plan Administrator	HSBC – North America (U.S.) Administrative Committee is the Plan Administrator.								
Conditions and exclusions	Certain conditions, such as the execution of a release of claims, and exclusions apply.								
Plan changes/termination	HSBC reserves the right to amend, change or terminate the plan and benefits provided, in whole or in part, at any time and for any reason.								

Plan Highlights

The purpose of the plan is to provide an eligible employee with a lump-sum severance payment in the event that his/her employment is involuntarily terminated for:

- Displacement or lack of work
- Rearrangement of work
- Inability to properly perform the duties of his/her job

Who Is Eligible

The plan applies to regular full-time and regular part-time employees of an Employer who are scheduled to work 20 or more hours per week.

Who Is Not Eligible

The plan does not apply to:

- Employees who are covered by either an authorized written employment agreement containing a severance provision or an authorized written severance agreement
- Employees covered by a collective bargaining agreement, unless such collective bargaining agreement provides for their coverage under the plan
- Temporary employees
- Employees who do not agree to sign a release of claims upon separation
- Employees who revoke the release of claims during the specified revocation period

Although the Plan Administrator has discretion to decide otherwise, an employee shall not be eligible for severance under the plan if:

- Employment is terminated due to misconduct, such as insubordination or unwillingness to conform to corporation procedures, excessive absenteeism or tardiness, dishonesty, embezzlement or unwillingness/intentional failure to perform
- Employment terminates through voluntary retirement, resignation or failure to report to work
- Employment with the Employer is involuntarily terminated after the employee refuses a position at the same or other reasonable location of an Employer provided such position (i) pays substantially equivalent total compensation, and (ii) is reasonably fitted for the employee based on factors including but not limited to training, education and experience; a position is not reasonably fitted for the employee if it requires special certification, training, testing or licensure (beyond basic administrative requirements such as the filing of an application) that the employee does not have, and is unable to successfully complete as determined by the Plan Administrator
- The employee remains on an authorized leave of absence—an eligible employee who returns from an authorized family and/or medical leave of absence and who, within a reasonable period of time cannot be placed in employment with HSBC, shall be eligible for severance pay under the plan
- The employee is employed in an HSBC operation or facility that is sold, leased or otherwise transferred—in each such situation, a severance arrangement, if any, may be provided at the sole discretion of the Plan Administrator
- An employee leaves employment prior to a pre-set termination date
- Employment is terminated under the terms of a group reorganization or a restructuring of a benefit plan or program of the Plan Sponsor or Employer
- Employer finds that during the time of employment the Employee engaged in any activities that would have led to termination
- The plan is terminated

Additional Notes

- Senior Management Committee members who became members before July 1, 2004, will receive two times the normal credited service for time served on the Senior Management Committee. HSBC Finance Corporation (legacy Household) Senior Management Committee members are not eligible for the additional credited service.
- If dismissal is due to violation of company policy, refusal of bond or unsatisfactory post-employment check or other miscellaneous cause, the circumstances surrounding the dismissal should be reviewed and management's discretion should be applied.
- Severance should be paid if dismissal is due to lack of work. Employees dismissed due to a sale of business should receive severance unless the employees are transferred to the acquirer.
- Employees hired in connection with an acquisition who are terminated during or immediately after a transition period may, at the Plan Administrator's discretion, be offered no severance or a different amount than that outlined in the **Benefit Amount** section.

Automatic Enrollment

Employees do not need to enroll to participate. However, employees must meet the eligibility requirements.

Benefit Amount

Severance pay will be paid to terminated employees at the option of the Employer. Benefits under the plan for all eligible employees, regardless of Employer, are capped at the lesser of (i) 52 weeks of pay or (ii) the maximum amount payable under Treasury Regulation § 1.409A-1(b)(9)(iii)(A). Minimums are determined by global career band tier, as shown in the chart below.

In those instances where the Employer elects to pay severance, the amounts will be as follows (subject to the maximum benefit amount described above):

- **Career Bands 0-3:** The greater of 2 weeks per year of service* or 16 weeks of pay
- **Career Bands 4-6:** The greater of 2 weeks per year of service* or 8 weeks of pay
- **Career Bands 7-8:** The greater of 2 weeks per year of service* or 4 weeks of pay

** Year of Service based on most recent hire date with Employer and each Related Employer or other affiliated company regardless of whether the Related Employer or other affiliated company participates in the Plan*

About Your Benefit Amount

- The maximum benefit amount of any eligible employee under the plan, regardless of Employer of record, is capped at the lesser of (i) 52 weeks of pay or (ii) the maximum amount payable under Treasury Regulation § 1.409A-1(b)(9)(iii)(A).
- For full-time employees, one week's pay is equal to the bi-weekly base (before any compensation is deferred) divided by two.
- For part-time employees, a week's pay equals the average of the last 12 weeks of part-time pay.
- For employees paid solely on a commission basis, weekly pay is the greater of (a) bi-weekly draw divided by two or (b) 50 percent of the employee's preceding 12 months total cash compensation (including draw and commission) divided by 52. For employees with less than 12 months of service in a sales position, the annual figure will be derived based on the number of months in the role.
- With respect to employees who are covered by a collective bargaining agreement that (i) provides for coverage under this plan and (ii) specifies a schedule of benefits, severance pay and benefits will be calculated in accordance with the terms of such agreement, including any amendments or closing agreements.
- Shift differential, language differential and overtime is not included in payment of severance.
- The Plan Administrator, acting at his/her sole discretion, may, in writing, enhance or reduce the benefit amount that an eligible employee is eligible to receive, over or under the benefit amount described above.
- Employees entitled to benefits in excess of the maximum allowed under Treasury Regulation § 1.409A-1(b)(9)(iii)(A) will receive those benefits from the HSBC – North America (U.S.) Supplemental Severance Pay Plan.
- When an employee accepts a new position at an Employer immediately following the occurrence of a severance-eligible event affecting the employee's prior position, severance pay with respect to any severance-eligible event affecting the new position and occurring within one year of the employee's start of the new position will be determined using the Global Career Band for the prior position, if doing so results in greater severance pay under this plan.

How Benefits Are Paid

Severance will be paid out in a lump sum. Lump-sum severance payments are taxed as supplemental income. Tax Reduction Investment Plan (TRIP) contributions are not deducted from lump-sum severance payments, and the payment is not counted for purposes of benefit accruals under the Pension Plan.

All legally required taxes will be deducted from severance payments. In the event that an eligible employee who is scheduled to be paid severance under the plan is rehired by HSBC, the payment of severance shall cease as of the date his/her reemployment begins.

Conditions and Exclusions

Release Of Claims

All employees are required to sign a release of claims, and not revoke it during the specified revocation period, as a condition for receiving severance benefits. Releases can be found on the Forms page through the U.S. intranet/staff Web site under Human Resources > Benefit Plans, Facts, & Enrollment.

Amendment/Termination/Vesting

Eligible employees do not have any vested right to severance pay under the plan. The Plan Sponsor reserves the right in its sole discretion to amend or terminate the plan and the benefits provided, in whole or in part, at any time and for any reason.

NO ASSIGNMENT

Severance payable under the plan shall not be subject to anticipation, alienation, pledge, sale, transfer, assignment, garnishment, attachment, execution, encumbrance, levy, lien or charge by any third party. Any attempt to cause such severance pay to be so subjected shall not be recognized, except to the extent required by law.

RECOVERY OF PAYMENTS MADE BY MISTAKE

An eligible employee shall be required to return to the Employer or Plan Administrator any severance pay payment, or portion thereof, made by a mistake of fact or law.

REPRESENTATIONS CONTRARY TO THE PLAN

No employee, officer or director of HSBC has the authority to alter, vary or modify the terms of the plan except by means of an authorized written amendment to the plan. No verbal or written representations contrary to the terms of the plan and its written amendments shall be binding upon the plan, the Plan Administrator or any Employer.

NO EMPLOYMENT RIGHTS

The plan shall not confer employment rights upon any person. No person shall be entitled, by virtue of the plan, to remain in the employ of the Employer and nothing in the plan shall restrict the right of the Employer to terminate the employment of any eligible employee at any time.

PLAN FUNDING

No eligible employee shall acquire by reason of the plan any right in or title to any assets, funds or property of the Plan Sponsor or an Employer. Any severance pay benefits that become payable under the plan are unfunded obligations of the Employer and shall be paid from the general assets of the Employer. No employee, officer, director or agent of the Plan Sponsor or Employer guarantees in any manner the payment of plan severance pay benefits.

EMPLOYER PROPERTY

All property of the Plan Sponsor or Employer (e.g., keys, credit cards, documents and records, identification cards, equipment, beepers, etc.) must be returned by an eligible employee in order for such eligible employee to commence receiving severance benefits under the plan.

RECOVERY OF DEBT

If you owe your Employer or its affiliates a debt, including but not limited to overpayments, loans, relocation costs and travel advances, the debt may be deducted from your severance pay benefit under this plan.

APPLICABLE LAW

The plan shall be governed and construed in accordance with ERISA. In the event that any reference shall be made to state law, the laws of the State of Illinois shall apply.

SEVERABILITY

If any provision of the plan is found, held or deemed by a court of competent jurisdiction to be void, unlawful or unenforceable under any applicable statute or other controlling law, the remainder of the plan shall continue in full force and effect.

Administrative Information

Plan Name

The HSBC – North America (U.S.) Severance Pay Plan

Plan Sponsor and Participating HSBC Employers

HSBC North America Holdings Inc.
1421 W. Shure Dr., Ste. 100,
Arlington Heights, IL 60004

All HSBC affiliates in the U.S. with employees have adopted the plan and are participating Employers. Please contact the Plan Administrator, in writing, to request a list of all participating HSBC Employers.

Plan Sponsor and Employer Identification Number (EIN)

23-2186091

Plan Number

508

Plan Type

The plan described in this Summary Plan Description is a "Welfare Benefit Plan" for purposes of ERISA.

Plan Year

The financial records of the plan are kept on a plan-year basis, beginning January 1 and ending the following December 31.

Plan Administrator

HSBC – North America (U.S.) Administrative Committee
Attn: Employee Law – Benefits
1421 W. Shure Dr., Ste. 100,
Arlington Heights, IL 60004

Telephone Number of Plan Administrator

1-877-747-4722

INTERNAL - HSBC – North America (U.S.) Severance Pay Plan

Plan Administration

The HSBC – North America (U.S.) Administrative Committee shall serve as the –Plan Administrator[¶] of the plan and the –named fiduciary[¶] within the meaning of such terms as defined in ERISA. The Plan Administrator shall have the discretionary authority to determine the eligibility for plan benefits and to construe the terms of the plan, including the making of actual determinations. The decisions of the Plan Administrator shall be final and conclusive with respect to all questions concerning the administration of the plan. The Plan Administrator may delegate to other persons responsibility for performing certain duties of the Plan Administrator under the terms of the plan, including day-to-day administration. Decisions concerning severance pay will be made by management with the concurrence of the business unit Human Resources executive. The Plan Administrator has established and maintains a reasonable claims procedure, including a procedure for appeal of denied claims. In no event shall an eligible employee or any other person be entitled to challenge a decision of the Plan Administrator in court or in any other administrative proceeding unless and until the claim and appeals procedures established under the plan have been complied with and exhausted, and such challenge is filed within 180 days of the Plan Administrator's decision on review.

Agent for Service of Legal Process

If legal disputes involving the plan arise, legal documents should be served upon the Plan Administrator. Legal process can also be served on the Plan Sponsor.

Source of Contributions and Funding

Any severance pay benefits that become payable under the plan are unfunded obligations of the Employer and shall be paid from the general assets of the Employer.

Correction of Errors

If a clerical error or other mistake occurs that provides misinformation on eligibility or a miscalculation of benefit amounts, that error or mistake will not create a right to benefits. When necessary, the Plan Administrator may take action to restore the plan and affected covered persons to the position they would have had if the error had not occurred.

Claiming Your Benefits

The Plan Administrator will notify you if you are eligible for benefits. If you believe that you are being denied rights or benefits under the plan, write the Plan Administrator at the address listed in the **Plan Administrator** subsection with your claim within 180 days of your termination of employment.

If you or your representative fails to submit a claim within 180 days of your termination of employment, you will lose your right to file a claim and bring an action in federal court under Section 502(a) of ERISA. Failure to comply with this 180-day time frame will result in a loss of any entitlement to benefits under this plan with respect to the claim.

Claim Review and Appeal Process

INITIAL DECISION

When you file a claim, the Plan Administrator reviews the claim and, in accordance with the provisions of the plan, either approves or denies the claim (in whole or in part). The Plan Administrator will notify you of its decision in writing within 90 days after the claim is received (within 180 days if special circumstances require an extension—you will be notified of any extension within the initial 90-day period). If your claim for benefits is denied, the Plan Administrator will give you, in writing:

- The specific reasons that your claim was denied
- Specific reference to the plan provisions on which the denial was based
- A description of any additional material or information necessary for you to perfect the claim and an explanation of why the material or information is necessary
- A statement that you will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim
- Information regarding what steps you should take if you want to submit a request for

review **REQUESTING A REVIEW**

After receiving the notice, you or your representative can ask for a full and fair review of the decision by writing to the Plan Administrator at the address listed in the **Plan Administrator** subsection. You must make this request within 60 days. If you or your representative fail to submit a request for review within 60 days after receiving the notice, you will lose your right to request a review of the decision and bring an action in federal court under Section 502(a) of ERISA, regardless of whether all comments, documents, records or other information relating to your claim were submitted or considered when the claim was initially decided. Failure to comply with this 60-day time frame will result in a loss of any entitlement to benefits under this plan with respect to the claim.

You or your representative may present written statements that explain why you believe that the benefit claim should be paid, including documents, records and other information that is relevant to your claim for benefits. The Plan Administrator will provide to you or your representative, upon request and free of charge, copies of all documents, records and other information relevant to your claim.

Generally, the Plan Administrator will review its decision within 60 days after receiving a request for review (or within 120 days if special circumstances warrant an extension—you will be notified of the extension within the initial 60-day period) and will give you written notice. If your claim for benefits is denied, the Plan Administrator will give you, in writing:

- The specific reasons that your claim was denied
- Specific reference to the plan provisions on which the denial was based
- A statement that you will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim
- A statement regarding your right to bring an action under Section 502(a) of ERISA (subject to time limit mentioned below)

EXHAUSTING ADMINISTRATIVE REVIEW

If you do not file a claim, follow the claims procedures or appeal on time, you will give up any legal rights you may have, including your right to file a suit in federal court, as you will not have exhausted your internal administrative appeal rights. Generally, you must follow and exhaust your internal administrative appeal rights before you can bring a suit in federal court.

TIME LIMIT ON LEGAL ACTIONS AGAINST THE PLAN

You or your representative(s) may not take legal action against the plan more than 180 days after the Plan Administrator's decision on review. If you fail to bring action within 180 days of the Plan Administrator's decision on review, you will lose your right to bring an action in federal court under Section 502(a) of ERISA, regardless of whether all comments, documents, records or other information relating to your claim were submitted or considered when the initial claim or any level of appeal was decided. Failure to comply with the 180-day time frame will result in a loss of any entitlement to benefits under this plan with respect to the claim.

Your Rights Under ERISA

In 1974, the President of the United States signed into law the Employee Retirement Income Security Act (ERISA). ERISA spells out certain basic rights for all plan participants. These rights can be summarized as follows:

- You can examine, free of charge, all of the official documents related to the plan—copies of these documents are available in your Plan Administrator's office
- You can get your own copies of the official documents for the plan by writing to the Plan Administrator (you may have to pay a reasonable charge to cover the cost of making copies)

As a plan participant, you will automatically receive the following materials:

- A summary of material changes made in the plan, within 210 days after the end of the plan year in which the changes are made
- A complete, updated summary description of the plan every five years if changes are made after you receive this booklet
- A complete summary description of the plan every 10 years, even if no changes are made

In addition to creating rights for plan participants, ERISA imposes duties upon the individuals responsible for the operation of the employee benefit plan. The individuals who operate your plan (called "fiduciaries") have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries.

No one, including your Employer or any other person, may dismiss you or otherwise discriminate against you with the express purpose of preventing you from exercising your rights under ERISA.

Under ERISA, there are steps you can take to enforce these rights. For instance, if you request materials from the plan and do not receive them within 30 days, you may file a suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive these materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits that is denied or ignored, either in total or in part, you may file suit in a state or federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous. However, participants may not take legal action against the plan more than 180 days after the Plan Administrator's decision on review.

If you have any questions about your plan, you should contact the Plan Administrator.

If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Glossary

EMPLOYER

The following entities are considered Employers under the plan and will be assumed to have Plan Sponsor consent to participate unless specifically excluded: HSBC North America Holdings Inc. and all U.S. affiliated legal entities that are being served by the HSBC – North America payroll system.

RELATED EMPLOYER

A Related Employer is any entity or organization that is either a member of a controlled group of corporations (as determined under Section 414(b) of the Internal Revenue Code) or a member of an affiliated service group (as determined under Section 414(m) of the Internal Revenue Code) with the Plan Sponsor.

YEAR OF SERVICE

Only completed Years of Service are counted toward severance. **An eligible employee's Years of Service for all purposes of the plan shall be determined from the eligible employee's most recent date of hire in accordance with the Employer's personnel records.**